

SETTLEMENT AND FULL AND FINAL RELEASE AGREEMENT

For and in the sole consideration of \$20,000.00 (\$TWENTY THOUSAND DOLLARS and 00/100 Dollars), the receipt and sufficiency whereof is hereby acknowledged, _____, individually and on behalf of their dependents, heirs, executors, administrators, estates, successors and assigns (hereinafter referred to as "Releasors"), hereby fully and forever release and discharge General Motors Corporation, and each of their insurers, predecessors, agents, assigns, subsidiaries, affiliated companies, successors in interest, distributors, authorized franchised dealers, representatives, any company or entity that may request, demand or claim entitlement to indemnity, officers, directors, employees and agents, past and present, (hereinafter referred to as "Releasees") from any and all past, present or future claims, demands, obligations, actions, causes of action whether based in law or equity, including but not limited to any claims for workers' compensation, death, disability, wrongful death and loss of services, comfort or society, which arise from or could have arisen from the acts, incidents and injuries asserted in their Complaint. filed in the case designated as _____ v. Rapid American, et al., Cook County, Illinois, case#: _____ (the "Complaint"). This release and discharge includes, but is not limited to, all known or unknown claims for personal injuries or death and the consequences thereof which resulted or may have resulted from the claimed exposure to any asbestos or asbestos-containing products, any mixed dust products, or any other product designed, manufactured, assembled, sold, distributed by Releasees, or from exposure in any of the premises of Releasees, and/or the alleged conduct, negligence, gross negligence, intentional acts and/or other tortious acts or omissions of Releasees.

Releasors hereby fully and forever release and discharge Releasees from all damages, costs, expenses, liens, obligations, punitive damages or any other compensation of any nature whatsoever, whether now known or unknown, suspected or unsuspected, which Releasors now have, or which may hereafter accrue or otherwise be acquired by Releasors, on account of or in any way arising out of the Complaint, or which are or could have been the subject of the Complaint. Within three (3) days of

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receipt of the payment to be paid under the release, Plaintiff shall file a Voluntary Dismissal With Prejudice in the Action.

Releasors understand that injuries may have been suffered that are unknown at present, and that unknown complications may arise in the future. Releasors acknowledge that the sum paid in consideration of this Settlement Agreement and Release is intended to and does release and discharge any potential claims and damages in regard to such unknown or future complications, whether suspected or unsuspected at this time.

Releasors agree to indemnify and hold harmless each Releasee set forth above against any claims arising out of or related to Releasors' exposure to asbestos, including but not limited to any future proceeding by any potential heirs or any other person. It is the express instruction and intention of Releasors that should any such heirs or any other person present a claim, Releasors or Releasors' joint or separate estate will, upon tender, undertake to defend said Releasee against the same and indemnify it against any judgment or settlement obtained by any such heirs or any other person. Releasors understand that this is a legal undertaking on Releasors' part which is binding upon them and is given by Releasors in return for fair and valuable consideration, to wit: The agreement by Releasees, in reliance in part upon this document, to pay funds which Releasors believe to be fair and reasonable in settlement of all claims.

Neither this release nor the settlement which led to it is intended to and shall not be deemed, construed or treated in any respect as an admission of liability by any person or entity for any purpose. Releasors acknowledge that this settlement represents a compromise of disputed claims as to the question of liability and as to the nature, extent and amount of any damages, in that said injuries and/or damages, if any are not now all known or anticipated, but Releasors nevertheless desire to settle and compromise any and all past, present and future claims described above in full.

Releasors specifically warrant that there are no medical liens, worker compensation liens, attorney liens, or any other liens or claims asserted arising out of this claim and represent there are no potential heirs who have not been notified of this settlement and release agreement and/or who have not agreed to execute same. Releasors and their counsel agree to indemnify and hold harmless Releasees from any and all liability, loss, costs, damages, attorney's fees or other expenses which Releasees might sustain or incur as a result of any claim or lawsuit for a medical lien, attorney's lien, worker's compensation lien or claim or by anyone else claiming to have a lien, lawsuit or claim against Releasees relating to a past, present or future claim addressed by this Settlement and Full and Final Release Agreement. The Releasors and their Counsel further hereby agree to indemnify the Releasees, to defend them and to hold them harmless from and against all claims addressed by this Settlement and Full and Final Release Agreement that may be brought against Releasees as the result of payments made to the Releasors, including but not limited to, those payments for medical care made by any health provider or insurer, including but not limited to Medicare, Medicaid, wages made or paid by any insurer, any other payments by any insurer, or payments made by any lien holders.

The Releasors further agree, warrant, and represent that if they recover any other sums of money, whether by settlement, agreement, or otherwise, from any other parties, persons, or entities in any other action or proceeding of any kind arising out of or relating to the acts, incidents and injuries asserted in their Complaint, the Releasors will secure an agreement from these other persons or parties that the latter will fully waive, discharge, and release any existing or potential claims, including but not limited to claims for contribution and/or indemnity and/or contractual indemnity, that they may have against the Releasees.

This settlement and Full and Final Release Agreement shall be binding upon the parties hereto and shall bind and inure to the benefit of the respective heirs, dependents, personal representatives, executors, successors, estates and assigns of the parties hereto.

The terms of this Settlement and Full and Final Release Agreement are contractual and constitute the entire agreement between the parties hereto, and no claim of waiver, modification or consent with respect to any provisions of this document shall be made against any party, except on the basis of a written instrument, executed by or on behalf of such party.

This document shall be governed by and interpreted in accordance with and under the laws of the State of Illinois. This instrument shall also be interpreted fairly to achieve its purpose as if drafted jointly by the parties hereto.

Each Releasor represents and warrants that he has not heretofore assigned or transferred, or purported to assign or transfer, to any person, firm, or corporation whomsoever any assets, claim, debt, liability, demand, obligation, cost, expense, action or cause of action herein released. Each Releasor agrees to indemnify and hold harmless Releasees against any claim, debt, liability, demand, obligation, cost, expense, action or cause of action based on, arising out of or in connection with any such transfer or assignment.

Releasors warrant that no promise or inducement has been offered except as herein set forth. Releasors further warrant that this release is executed without relying upon any statement or representation by Releasees or their representatives, concerning the nature and extent of any injuries and damages or legal liability. Releasors also warrant that they are of legal age, are legally competent to execute this Settlement and Full and Final Release Agreement and Releasors accept full responsibility therefore.

Releasors hereby acknowledge that the terms and conditions of this settlement and release agreement have been completely read and are fully understood and voluntarily accepted for the express purpose of making a full compromise, adjustment and settlement as set forth above. Releasors further acknowledge that this release agreement has as its purpose the preclusion of any additional claims against Releasees

Each party acknowledges that he has been represented by independent counsel of his or her own choice throughout all of the negotiations which preceded the execution of this instrument and in connection with the preparation and execution of this instrument. Each party acknowledges that he has relied upon the advice of his attorney concerning the legal and income tax consequences of this Settlement and Full Final Release.

As part of the consideration for entering into this Settlement and Full Final Release, the Releasors and their agents, assigns, wards, executors, successors, administrators, and attorneys, shall maintain in strict confidence, and shall not disseminate, allude to, characterize, quantify, or otherwise reference any and all offers and counter-offers disclosed to them by the other parties or their counsel in the negotiations leading to this settlement, the contents of this Settlement and Full Final Release, or the consideration therefor, (except that the fact that a settlement was reached may be disclosed) and shall use best efforts to prevent disclosure, either directly or indirectly, of such information to any third parties. The Releasors shall refrain from making, causing to be made, or participating in the making of any public announcements, press releases, or interviews concerning the amount and terms of settlement and shall refrain from contacting, causing another to contact, or participating in the dissemination of information concerning the amount and terms of this Settlement and Full Final Release to the media. The Releasors and their counsel shall provide no information, other than the fact of settlement, to any consultants and/or experts retained or consulted in this litigation. Dissemination or disclosure of the contents of Settlement and Full Final Release and the consideration therefor in any manner, in violation of this provision, shall be deemed to be a material breach of this Settlement and Full Final Release and shall give those parties released hereunder the right to seek such remedies as may be appropriate, including contempt of Court and/or damages from the breaching party as may be appropriate and authorized by law and to compensate those parties released hereunder for any injury, loss, or detriment, including attorneys' fees and costs suffered as a result of such breach. The Releasors and Releasees may discuss this Settlement and Full Final Release with their attorneys, accountants,

auditors, tax advisors, or financial planners and/or to the degree necessary governmental taxing authorities only.

As part of the consideration for entering into this Settlement and Full and Final Release, the Releasors, their attorneys and agents agree, warrant, and represent that they will not pursue any discovery, including but not limited to any and all written discovery, depositions, and subpoenas (non-party or otherwise) against Releasees in any case involving allegations by Releasors of injury arising from exposure to asbestos, any mixed dust products, or silica; this provision encompasses all discovery whether it has already been served upon Releasees or could be served upon Releasees in the future.

Nothing herein contained shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this document and law, statute or government ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provisions of this Settlement and Full and Final Release Agreement affected shall be curtailed, limited and modified only to the extent necessary to bring it within legal requirements, and this document, as thus curtailed, limited and modified, shall continue in full force and effect.

Whenever in this instrument the context may so require, the masculine, feminine and neuter gender shall be deemed to include the other and the singular and plural are each deemed to refer to the other.

Releasors shall cause to be dismissed, with prejudice, the complaints identified herein, as to the Releasees identified herein only, upon completion of this settlement agreement.

I have read the above Release before signing it and fully understand its terms, which were explained to me by an attorney at Cooney & Conway.

PLAINTIFF

IN WITNESS WHEREOF we have hereunto set our hand and seal this 14th day
of May 2009.

Signed, sealed and delivered in the presence of:

WITNESS

Cooney & Conway

By _____